

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
(Including Diking Improvement District #4)

JUNE 28, 2016

- 10:00 a.m. Regular Meeting
- 2:00 p.m. Roundtable - Budget Kick-off Meeting

JUNE 30, 2016

- 1:00 p.m. Special Work Session - Joint Meeting/Planning Commission Workshop

Location (Unless otherwise noted): Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Bldg., 1 NE 6th Street, Coupeville, WA

[\[CLICK HERE for Internet link to Island County Coupeville Campus Map & Contact Guide\]](#)

MEETING AGENDA – JUNE 28, 2016

10:00 a.m. Convene Regular Meeting -- Pledge of Allegiance

Welcome to the Board of County Commissioners meeting. The Board values your input and ideas, and sets aside a time called "Public Input or Comments." A "Public Hearing" or "Public Meeting" will begin no sooner than the time shown. Occasionally, items do not make this agenda in time, but are added just prior to the meeting at the discretion of the Chair. This separate "Chair's Agenda" will be addressed as the schedule permits.

10:00 a.m. Public Input or Comments

This is time set aside for members of the public to speak to the Board about subjects of concern or interest, or items on the agenda. Comments on matters scheduled for Public Hearing will be taken at the time shown on the agenda. The Board will take all information under advisement, but generally will not take any action unless it is emergent in nature. To ensure your comments are recorded properly, please state your name and address clearly into the microphone. Please limit your comments to 3 minutes. If you have any documents to present to the Board, please hand them to the Clerk of the Board prior to speaking.

Consent Agenda

[Consent Agenda items will be considered together and will be approved on a single motion typically without discussion. The items proposed for the Consent Agenda are considered to be routine and public comment or inquiries are not anticipated. Any item on the Consent Agenda will be moved to the Regular Agenda upon request from any Board Member prior to or during the Board meeting. An item moved to the Regular Agenda will be considered after the Consent Agenda.]

- 1) [Approve](#) pre-audited vouchers, warrants, electronic funds transfers and payroll
- 2) [Approve](#) Minutes from previous meeting(s): Regular Session – 6/14/16
Work Sessions – 5/23, 6/1, 6/8, 6/15

GSA

- 3) [Contract Amendment No. 2](#) with Provision of Entrance Security Services – Universal Protection Service, LP, successor firm to Olympic Security Services, Inc. The Amendment also extends the contract to December 31, 2017. No change in contract amount. (RM-GSA-2016-40)

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – June 28, 2016

Human Services

- 4) [Contract Amendment No. 1](#) with Opportunity Council to revise budget categories and add funding for Housing and Essential Needs (HEN) program. Contract No. HS-12-16(1); Contract period: 1/1/16 – 6/30/17; Amount: \$5,000 (RM-HS-2016-216)
- 5) [Contract Amendment No. 1](#) with WA State Department of Social and Health Services (DSHS) to add funding for Child Development Services and Individual Employment Services. Contract No. 1563-43220(1); Contract period: 5/1/16 – 6/30/16; Amount: \$38,339 (RM-HS-2016-217)

Natural Resources

- 6) [Contract](#) with Coastal Geologic Services, Inc. – Incentives to Reduce Shoreline Armoring. The contract would promote shoreline armoring alternative strategies for shoreline residential properties, providing use and enjoyment of the property along with promotion and maintenance of coast ecosystems. Contract No. DNR-04-2016; Amount: \$55,000 (not to exceed) (RM-DNR-2016-195)

Public Works

County Roads

- 7) [Resolution C-77-16](#) (R-37-16) Initiating a County Road Project designated as CRP 16-03/JL 01117-0103; 2016 Crescent Harbor Road and City of Langley Fed-Aid Roadway Preservation
- 8) [Local Agency Federal Aid Prospectus](#) – Crescent Harbor Road Resurfacing, Phase 1; Taylor Road to 0.91 miles East of Taylor; CRP 16-03
- 9) [Local Agency Agreement](#) - Crescent Harbor Road Resurfacing, Phase 1; Taylor Road to 0.91 miles East of Taylor; CRP 16-03. Amount: \$548,900 (Federal-\$460,900/County-\$103,000) (RM-PW-2016-215) (PW-1620-098)
- 10) [Local Agency Federal Aid Prospectus](#) – Crescent Harbor Road Resurfacing, Phase 2; 0.91 miles East of Taylor Road to Reservation Road; CRP 16-03
- 11) [Local Agency Agreement](#) - Crescent Harbor Road Resurfacing, Phase 2; 0.91 miles East of Taylor Road to Reservation Road; CRP 16-03. Amount: \$349,100 (Federal-\$288,100/County-\$76,000) (RM-PW-2016-215) (PW-1620-098)

Public Works Division

- 12) [Resolution C-78-16 \(R-35-16\)](#) Acknowledging the Island Regional Transportation Planning Organization (Island RTPO) and Authorizing Membership

Drainage

- 13) [Purchase Order 10927](#) – Decker Construction, Inc.; CDP 16-03, Columbia Beach Outfall. Amount: \$34,631.82 (incl. WSST) (RM-PW-2016-209) (PW-1620-107)

Solid Waste

- 14) [Resolution C-79-16 \(R-36-16\)](#) Surplus of County Property – Toyota 40-5FG25 Forklift, SN 42278, Equipment No. 756

Regular Agenda

[Items listed under this portion of the Agenda are typically considered separately.]

Public Hearings

[A Public Hearing will begin no sooner than the time shown.]

No public hearings are scheduled

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – June 28, 2016

Commissioners Comments & Announcements

[This time provides an opportunity for Commissioners to discuss events, actions or issues that may generate public comment, media calls, or otherwise be of interest to the Board of County Commissioners.]

2:00 p.m. Roundtable - Budget Kick-off Meeting

Meet with County Elected Officials and Appointed Department Heads to discuss countywide funding priorities for the upcoming year.

*** SPECIAL WORK SESSION – JUNE 30, 2016 AT 1:00 P.M.**

Location: Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Bldg., 1 NE 6th Street, Coupeville, WA

The Board of Island County Commissioners will meet in Special Session on Thursday, June 30, 2016 beginning at 1:00 p.m. The purpose of the Special Session is to meet in a Joint Workshop with the Island County Planning Commission to discuss:

- Review of proposed amendments to the Island County Code related to the Critical Areas Ordinance update
- Update on the Island County Comprehensive Plan process and next steps, including review and discussion of preliminary draft materials
- Update on the Freeland Subarea Plan and Development Regulations, including review of the Freeland open house feedback and draft materials

For meeting materials please visit <http://islandcounty2036.org/>

Debbie Thompson, Clerk of the Board of County Commissioners (360) 679-7385

| |
|--|
| NOTICE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event: (360) 678-7919 from North Whidbey; (360) 629-4522 Ext. #7919 from Camano Island; or (360) 321-5111 Ext. #7919 from South Whidbey |
|--|

COUNTY OF ISLAND
STATE OF WASHINGTON
EXPENDITURE APPROVALS
June 28, 2016

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

| VOUCHER APPROVALS | | | | | |
|----------------------|-------------|------------------------|--------------|-------------------------|----------------------|
| Department | | Department | | Department | Amount |
| Assessor | \$ 167.62 | Facilities | \$ 36,288.75 | Planning | \$ 18,817.65 |
| Auditor | \$ 371.81 | Non Departmental (90) | | Prosecuting Attorney | \$ 2,033.44 |
| Budget | | GSA | \$ 5,340.34 | Public Health | \$ 3,035.81 |
| Clerk | \$ 152.15 | Human Resources | \$ 2,074.93 | Public Works | \$ 90,698.77 |
| Commissioners | | Human Services | \$ 56,165.75 | Sheriff | \$ 10,055.16 |
| Coroner | | Information Technology | \$ 864.29 | Superior Court/Juvenile | \$ 3,660.38 |
| District Court | \$ 3,945.31 | Miscellaneous (Comm) | \$ 2,332.93 | Treasurer | \$ 20,703.07 |
| Emergency Management | \$ 386.19 | Natural Resources | \$ 6,663.41 | | |
| Extension Services | \$ 187.29 | Non Departmental (00) | | | |
| Total | | | | | \$ 263,945.05 |

| WARRANT APPROVALS | | | | |
|-------------------|-----------|---------|-----------|----------------------|
| | Warrant # | through | Warrant # | |
| | 511572 | | 511800 | \$ 718,590.48 |
| Total | | | | \$ 718,590.48 |

| EFT APPROVALS | | | |
|--|--|------|----------------------|
| Description | | Fund | |
| EFT Debit Card Settlement Date 6/16/2016 | | 997 | \$ 15.00 |
| EFT Debit Card Settlement Date 6/17/2016 | | 997 | \$ 174.58 |
| EFT Debit Card Settlement Date 6/18/2016 | | 997 | \$ 86.17 |
| EFT Debit Card Settlement Date 6/19/2016 | | 997 | \$ 40.00 |
| EFT Debit Card Settlement Date 6/20/2016 | | 997 | \$ 40.00 |
| EFT Debit Card Settlement Date 6/21/2016 | | 997 | \$ 244.53 |
| EFT Debit Card Settlement Date 6/22/2016 | | 997 | \$ 78.92 |
| EFT Payroll Taxes Pay Date 6/24/2016 | | 997 | \$ 231,032.96 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$ 231,712.16 |

| PAYROLL APPROVALS | | | | |
|------------------------|-----------------------|------------------|-------|----------------------|
| Description Pay Period | May 29 - Jun 11, 2016 | Pd: Jun 24, 2016 | | |
| Warrants | 41980 | through | 41991 | \$ 12,353.08 |
| Direct Deposit | | | | \$ 632,035.21 |
| Total | | | | \$ 644,388.29 |

APPROVED this 28th day of June 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 06/28/16

Agenda Item No 3

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: GSA

DIVISION: *(if applicable)*

STAFF CONTACT: Don Mason

AGENDA SUBJECT: Amendment No. 2 to Contract for Provision of Entrance Security Services

BACKGROUND/SUMMARY:

WORK SESSION DATE: *(if applicable)* 01/13/16

Olympic Security provides security services at the Superior Court in Coupeville and the District Court in Oak Harbor during court hours. This Amendment to the contract, dated May 12, 2014, replaces Olympic Security Services, Inc. with their successor firm, Universal Protection Service, LP, which acquired Olympic Security Services in 2015. The Amendment also extends the contract to December 31, 2017 and provides the County with the right to remove one of the contractor's employees from working on the contract based on performance. RM-GSA-2016-40.

FISCAL IMPACT/FUNDING SOURCE:

No change in contract amount

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other *(describe)* _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____

Contractor: Universal Protection Service, LP.
Contract: For Provision of Entrance Security Services
Contract No.: RM-GSA-2016-40

**AMENDMENT #2 TO
CONTRACT FOR PROVISION OF ENTRANCE SECURITY SERVICES**

This Amendment, effective when fully executed, is between Island County, a political subdivision of the State of Washington, hereinafter referred to as "County," and Universal Protection Service, LP., hereafter referred to as "Contractor." The purpose of this Amendment is to replace Olympic Security Services, Inc. with Universal Protection Service, LP. as Contractor, to extend the initial Agreement and to add a section under the Agreement, dated 5/12/14, to include the right for Island County to remove a Universal Protection Service, LP. employee from working under this contract.

The County and the Contractor acknowledge that Olympic Security Services, Inc. successfully bid for and contracted with the County to provide entrance security services at the Island County Law and Justice Facility in Coupeville, WA and the Island County District Court in Oak Harbor, WA. The parties further acknowledge that Olympic Security Services, Inc. was acquired by Universal Protection Service, LP., of Santa Ana, CA during the term of this contract. Universal Protection Service, LP assumed all of Olympic Security Services, Inc's business and contracts as part of the acquisition.

It is mutually agreed that Universal Protection Service, LP, shall replace Olympic Security Services, Inc as "Contractor" for this Agreement.

It is further mutually agreed to amend the Agreement as follows:

Section 2. Term. Shall be amended to state: The Contractor is to commence work upon the date this contract is fully executed and will work through December 31, 2017. By mutual agreement, this contract will annually be extended on a year to year basis with the term consistent with the calendar year (January 1 through December 31) unless terminated by the terms of Section 17 of this contract.

Section 21. Right to Remove Contractor's Employee. Shall be added to state: The County shall have the right to request removal of any specific employee of the Contractor from providing services under this agreement if in the County's sole opinion such employee is not adequately performing pursuant to the standards and obligations set forth in this contract. Contractor, upon receiving such request from the County, shall promptly take appropriate actions to remove, as requested by the County, the specific employee. Contractor may request to meet with the County's representative to negotiate corrective actions if appropriate. If the Contractor refuses to remove the employee as requested by the County, then such refusal shall be grounds for termination for cause as set forth in Section 17. Termination.

All other sections of the Agreement remain as written.

IN WITNESS WHEREOF, the County and Contractor have executed this Amendment as of the date and year written below.

Contractor:
Universal Protection Service, LP

County:
Board of County Commissioners
Island County, Washington



Brian Neimeyer,
Senior Vice President

Date:
6/7/16

Richard M. Hannold, Chair

Date



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/28/16
 Agenda Item No 4
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: *(if applicable)*
Housing Assistance Funding

STAFF CONTACT: Catherine Reid

AGENDA SUBJECT: : Amendment # 1 to Opportunity Council contract # HS-12-16 to revise budget categories and amend FY16 Housing and Essential Needs funds in the amount of \$5,000 (RM-HS-2016-216).

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(if applicable)* N/A

This increase in funding for the Housing and Essential Needs program comes from the Department of Commerce and Island County contracts with Opportunity Council to provide the services.

FISCAL IMPACT/FUNDING SOURCE: Opportunity Council's contract #HS-12-16 is increased to \$95,000 from \$90,000.

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other *(describe)* _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ___/___/___ TIME: _____
 OTHER _____

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

| | | | |
|---|-------------------------|---|--|
| CONTRACT HS-12-16 | AMENDMENT # 1 | CONTRACT HEREINAFTER IDENTIFIED AS: HS-12-16(1) | AMOUNT OF AMENDMENT: \$5,000 |
| NAME & ADDRESS OF CONTRACTING ORGANIZATION: Opportunity Council, a Washington non-profit corporation PO Box 922 Oak Harbor, WA 98277 | | TITLE OF FUNDS: Consolidated Homeless Grant (CHG) | AMT. OF TOTAL CONTRACT: \$95,000 |
| | | COUNTY CONTACT: Jackie Henderson Human Services Director | |
| CONTRACT AMENDMENT PERIOD FROM: 3/1/2016 | | TO: 6/30/2016 | |

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-12-16 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-12-16 and increase contract amount by \$5,000.
2. Add Exhibit D(1), Scope of Work, to Contract HS-12-16.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

 6/9/16
Date

Greg Winter, Executive Director

FOR ISLAND COUNTY:

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

Date

EXHIBIT D(1)
Scope of Work

Time Period: January 1, 2016 – June 30, 2017

| DESCRIPTION | Consolidated Homeless Grant Funds | Consolidated Homeless Grant Amendment A |
|---|--|--|
| Administration – The Contracting Agency will provide oversight, HR functions, grant tracking, payroll processing, generate and submit invoices for reimbursement. | \$ 8,058 | \$ 8,058 |
| Rent Assistance in the private rental market for homeless households or households at risk of homelessness who have income at or below 30% of the Area Median Income. | \$ 43,001 | \$ 43,001 |
| Program Operations for rental assistance for homeless households or households at risk of homelessness who have income at or below 30% of the Area Median Income. | \$ 13,500 | \$ 13,500 |
| Rent Assistance for homeless households or households at risk of homelessness who are receiving Temporary Assistance for Needy Families (TANF). | \$ 5,279 | \$ 5,279 |
| Program Operations for homeless households or households at risk of homelessness who are receiving Temporary Assistance for Needy Families (TANF). | \$ 278 | \$ 278 |
| HEN Administration 2016 (January 1 – June 30) | \$ 1,392 | \$ 1,742 |
| HEN Rent/Utility/Operations/Essential Needs 2016 (January 1 – June 30) | \$ 18,492 | \$ 23,142 |
| Total Expenditures | \$ 90,000 | \$ 95,000 |



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 6/28/16
Agenda Item No 5

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: *Developmental Disabilities*

STAFF CONTACT: Jaime Montoya

AGENDA SUBJECT: Contract Amendment # 1563-43220(1) with DSHS; Contract Amendment Period: 5/1/16-6/30/16; Contract Amendment Amount: \$38,339; New Contract Amount: \$672,180. RM-HS-2016-217

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) N/A

DSHS is amending our contract to add additional funding for Child Development Services (\$1500) and Individual Employment Services (\$36839) for the month of May and June 2016.

Contract period: 7/1/15-6/30/16

FISCAL IMPACT/FUNDING SOURCE:
1563-43220(1)

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ___/___/___ TIME: _____
- OTHER Return original to Dept for DSHS signature



CONTRACT AMENDMENT #1

DSHS CONTRACT NUMBER:
1563-43220
Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME: Island County
CONTRACTOR doing business as (DBA): Island County DDA County Services

CONTRACTOR ADDRESS: PO Box 5000, Coupeville, WA 98239-5000
WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI):
DSHS INDEX NUMBER: 1222

CONTRACTOR CONTACT: Jacquelyn Henderson
CONTRACTOR TELEPHONE: (360) 678-7881
CONTRACTOR FAX: (360) 679-7377
CONTRACTOR E-MAIL ADDRESS: jackieh@co.island.wa.us

DSHS ADMINISTRATION: Developmental Disabilities Admin
DSHS DIVISION: Division of Developmental Disabilities
DSHS CONTRACT CODE: 1769CS-63

DSHS CONTACT NAME AND TITLE: Tracy J Gallagher, Operations Manager
DSHS CONTACT ADDRESS: 840 N Broadway Bldg A Ste 100, Everett, WA 98201288

DSHS CONTACT TELEPHONE: (425)339-4836
DSHS CONTACT FAX:
DSHS CONTACT E-MAIL ADDRESS: gallatj@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No
CFDA NUMBERS:

AMENDMENT START DATE: 05/01/2016
CONTRACT END DATE: 06/30/2016

PRIOR MAXIMUM CONTRACT AMOUNT: \$633,841.00
AMOUNT OF INCREASE OR DECREASE: \$38,339.00
TOTAL MAXIMUM CONTRACT AMOUNT: \$672,180.00

REASON FOR AMENDMENT:
CHANGE OR CORRECT CHOOSE ONE:

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:
 Additional Exhibits (specify):

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

CONTRACTOR SIGNATURE: [Blank]
PRINTED NAME AND TITLE:
DATE SIGNED:

DSHS SIGNATURE: [Blank]
PRINTED NAME AND TITLE:
DATE SIGNED:

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

Increase the maximum consideration of the contract by \$38,339. Of this increase, \$1,500 is for Child Development Services, and \$36,839 is for Medicaid Client Services. The Child Development Services increase is a one-time increase, and does not change Island County's annual Maintenance of Effort level or annual Child Development Services allotment. The new maximum consideration of this contract is now \$672,180.

| COUNTY FY 16 SPENDING PLAN | | | |
|-----------------------------------|----------------------|------------------|------------------|
| County Name: | | Island | |
| BUDGET/EXPENDITURES 568 | Planned Expenditures | | |
| | Total FY 2016 | | |
| | State Funds | Medicaid Funds | TOTAL |
| .10 ADMINISTRATION | \$24,132 | \$19,744 | \$43,876 |
| .30 TRAINING | \$19,514 | \$15,966 | \$35,480 |
| .40 COMMUNITY INFO. | \$0 | \$0 | |
| .60 CONSUMER SUPPORT | | | |
| STATE-ONLY | \$26,856 | | \$26,856 |
| .61 Child Development | \$85,180 | | \$85,180 |
| STATE-ONLY PROVISO | \$0 | | |
| MEDICAID CLIENTS | \$232,774 | \$232,774 | \$465,548 |
| MEDICAID PROVISO | \$0 | \$0 | |
| ROADS to COMMUNITY LIVING | \$3,810 | \$11,430 | \$15,240 |
| PASSR Admin | | | |
| PASSR Comm Info | | | |
| PASSR State | | | |
| PASSR Medicaid | | | |
| Total Consumer Support | | | |
| .90 Special Projects | | | |
| .92 Infrastructure | \$0 | \$0 | |
| .93 Start-up | \$0 | | |
| Total Other Activities | | | |
| TOTAL | \$392,266 | \$279,914 | \$672,180 |

All other terms and conditions of this Contract remain in full force and effect.



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/28/16
Agenda Item No 4
X CONSENT AGENDA
REGULAR AGENDA
PUBLIC HEARING/MTG
Resolution/Ordinance No:

DEPARTMENT: Island County Public Health

DIVISION: *Natural Resources*

STAFF CONTACT: Keith Higman/Jill Wood

AGENDA SUBJECT: Coastal Geologic Services, Inc. – Incentives to Reduce Shoreline Armoring
Contract No. DNR-04-2016; Risk No. RM-DNR-2016-195

BACKGROUND/SUMMARY: **WORK SESSION DATE:** 6/15/2016
This contract's goal is to promote shoreline armoring alternative strategies for shoreline residential properties, providing for use and enjoyment of the property along with promotion and maintenance of coastal ecosystems.
Contract Amount: \$55,000 (not to exceed)

Legal and Risk Reviews are both complete.

FISCAL IMPACT/FUNDING SOURCE:
Washington Department of Fish & Wildlife: Agreement No. 14-02085

RECOMMENDED ACTION:
 Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:
 APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ___/___/___ TIME: _____
 OTHER _____

SERVICES AGREEMENT

Between Island County and Coastal Geologic Services, Inc.

Contract No. DNR-04-2016

THIS SERVICES AGREEMENT is made and entered into by and between ISLAND COUNTY, Washington, hereinafter called "COUNTY," and Coastal Geologic Services, Inc. (CGS), a Washington corporation, located at 1711 Ellis Street, Suite 103, Bellingham, WA 98225, hereinafter called "CONTRACTOR."

WITNESSETH: In consideration of the terms and conditions herein and attached and made a part of this agreement, the parties do covenant and agree as follows:

1. **SCOPE OF WORK:** The CONTRACTOR shall do all work and furnish all tools, materials and equipment to carry out the duties of the contract as described in the attached Exhibit "A" – Scope of Work, Incentives to Reduce Puget Sound Shoreline Armoring in Island County, incorporated herein by reference.

2. **BUDGET:** The CONTRACTOR shall be compensated by the COUNTY for completed work and services rendered under this agreement as set forth in Scope of Work - Exhibit "A", not to exceed \$55,000 as shown in Budget - Exhibit "B", both exhibits incorporated herein by reference.

3. **PERIOD OF PERFORMANCE:** The CONTRACTOR'S work shall take place between April 18, 2016 and September 30, 2016; all work shall be completed by September 30, 2016, and all final reports and deliverables shall be filed with COUNTY prior to aforementioned ending date.

4. **INDEPENDENT CONTRACTOR:** The CONTRACTOR is not an employee of the COUNTY and shall not hold itself out to be an employee. The CONTRACTOR is responsible for withholding and/or paying employment taxes, insurance, and deductions of any kind required by federal, state and/or local laws. The CONTRACTOR shall provide and bear the expense of all travel, equipment, supplies, work and labor of any sort whatsoever that may be required to complete the work provided for in this contract.

5. **CONSIDERATION:** The COUNTY shall pay the CONTRACTOR to provide the described services in accordance with the sums set forth on Budget - Exhibit "B", incorporated herein by reference.

6. **BILLING PROCEDURE:** The COUNTY will pay to the CONTRACTOR the amounts billed for work completed, upon receipt of properly executed invoices, and submitted to Island County Public Health with all appropriate backup for any direct and indirect costs, and thereupon approved or adjusted for payment.

7. **CONTRACT MANAGEMENT:** The Natural Resources Manager shall manage and administer this contract for the COUNTY.

8. **INDEMNIFICATION:** To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless and defend the COUNTY, State of Washington,

agencies of the COUNTY and the State and all officials, agents and employees of the COUNTY and State from and against any and all claims arising out of or resulting from the performance of this contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney fees, attributable for bodily injury, sickness, disease or death, or injury to, or destruction of tangible property including loss of use resulting therefrom. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any subcontractor to its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the COUNTY and State of Washington for any claim arising out of, or incident to the CONTRACTOR or any subcontractor's performance or failure to perform the contract. The CONTRACTOR's obligation to indemnify, defend, and hold harmless the COUNTY and State shall not be eliminated or reduced by any actual or alleged concurrent negligence of the COUNTY, the State, or their agents, agencies, employees and officials.

9. INSURANCE: Prior to commencement of services under this Contract, the CONTRACTOR shall submit to the COUNTY certificates of insurance or certified copies of insurance policies and endorsements, if requested by the COUNTY, for the coverage required below and shall maintain the same type of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior written notice to the COUNTY. The CONTRACTOR shall maintain at the CONTRACTOR'S sole expense unless otherwise stipulated, the following insurance coverages, insuring the CONTRACTOR, CONTRACTOR'S employees, agents, designees and indemnities as required herein:

A. The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the CONTRACTOR shall specifically include the COUNTY as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the COUNTY. The CONTRACTOR'S insurance coverage shall be primary insurance as respect to the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute to it.

C. The CONTRACTOR shall maintain, during the life of the contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

Specific limits required \$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the COUNTY as Additional Insured (CG2010) and an endorsement that specifically states the CONTRACTOR'S General Liability shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

D. Commercial General Liability insurance shall be endorsed to include a "cross liability," indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

E. The CONTRACTOR shall maintain during the life of this Contract, Business and Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Covered auto shall be designated as "Symbol 1" any auto.

F. All Liabilities coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

G. The CONTRACTOR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

H. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the COUNTY, its officers, agents and employees, the CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrials Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the CONTRACTOR against the COUNTY. However, the CONTRACTOR'S waiver of immunity by the provisions of this paragraph extend only to claims against the CONTRACTOR by

COUNTY and does not include or extend to claims by CONTRACTOR'S employees directly against the CONTRACTOR. This waiver is mutually negotiated by the parties to this Agreement.

I. Professional Liability Insurance – Prior to the start of work, the CONTRACTOR or subcontractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that the coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the CONTRACTOR or subcontractor for a minimum of three (3) years following the termination of this contract, and the CONTRACTOR or subcontractor shall annually provide the COUNTY with proof of renewal.

J. Subcontractors – The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10. GRANT FUNDING/THIRD PARTY BENEFICIARY: The COUNTY is funding its obligations under this Agreement as follows:

- a. Island County and Washington Department of Fish & Wildlife;
WDFW Agreement No. 14-02085 - Exhibit "C"

The CONTRACTOR shall comply with all the terms and conditions with which the COUNTY must comply as outlined in WDFW Agreement No. 14-02085 - Exhibit "C".

11. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT: The CONTRACTOR certifies to the best of its knowledge and belief it:

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

B. Has not within a three-year period been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification or destruction of record, making a false statement or receiving stolen property.

C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of offenses in B. above.

D. Has not within a three (3) year period had one or more public transactions terminated for cause or default.

The CONTRACTOR shall provide immediate written notice if at any time it learns that this certification has become erroneous by reason of changed circumstances.

Scope of Work

Incentives to Reduce Puget Sound Shoreline Armoring in Island County (WDFW # 14-02085)

PURPOSE

The goal of the project is to promote shoreline armoring alternative strategies for shoreline residential properties. Shoreline armoring alternatives provide both the use and enjoyment of the property while promoting and maintaining the ecological properties of coastal ecosystems. The CONTRACTOR shall provide coastal property site visits and site design assistance to shoreline homeowners. This work shall give shoreline homeowners a professional evaluation by a licensed engineering geologist of the feasibility of keeping a natural beach or incorporating soft shore alternatives for shoreline protection. In addition, the CONTRACTOR shall develop a response plan for emergency bulkhead replacement requests that are submitted to the COUNTY.

CONSULTANT TASKS & DELIVERABLES

Task 1: Project Management

This task includes management of staff and coordination with the COUNTY, invoices and progress reporting, coordination communications, some QA/QC, and internal staff team progress meetings. Project management includes communication with shoreline homeowners, staff and other COUNTY staff using email, phone and in-person communication to ensure a successful project. The CONTRACTOR shall manage the progress and quality of the proposed tasks throughout the period of performance. The CONTRACTOR shall also assist in scheduling site visits with COUNTY staff. The CONTRACTOR shall assist with prioritization on an as-needed basis to ensure that optimal sites are selected.

Task 1: Deliverables

A brief summary of progress will include the number of site visits completed and the number and status of each design development. Summary reports shall be provided throughout the duration of the project to the COUNTY.

Task 1: Assumptions

- Project shall be billed monthly to Island County Public Health.
- Communication with shoreline homeowners shall be primarily by email with additional telephone calls as needed. Up to one in person meeting may be included.

- Detailed progress reports are not required however a brief summary of progress in the form of the number of site visits completed and the number and status of design development shall be reported.

Task 2: Professional Engineering Services

The CONTRACTOR shall conduct site visits at shoreline properties to evaluate the feasibility of soft shore alternatives to hard armoring, as well as armor removal. The CONTRACTOR shall conduct between 24 and 33 site visits to separate shoreline homeowners in Island County. Some of these visits may include several adjacent properties examined together. The CONTRACTOR shall provide to the COUNTY a brief written memo after each site visit summarizing the site-specific findings and recommendations. Each site visit memo will include: minor background research on geology and coastal processes, travel to and from the site, meeting with the shoreline homeowners when present and examining the beach, backshore, uplands, and bluff/bank (if present). Processes will be determined for each site visit based on the severity of coastal erosion and general rate, general risk to developments posed by coastal erosion and slope stability, nearshore habitats present, general assessment of armor and other structures at the shore, and determination and description of one or several alternatives if feasible for appropriate management to improve nearshore habitats to the degree possible while maintaining safe use of the property.

1-2 site designs may be developed under this contract. As needed, the CONTRACTOR and COUNTY shall coordinate on selection of property to proceed with design, develop designs for the removal of hard armoring and/or installation of soft shore protection and shore friendly best management practices at qualifying shoreline properties. The CONTRACTOR may complete design development for 1 to 2 different, individual, residential coastal properties. Design development will be completed which is suitable for permitting, evaluation of designs by permit staff and for construction.

Task 2: Deliverables

Deliverables shall include 24 to 33 site visits. Site visits include a discussion with the shoreline property owners when present, and a short memo summarizing site conditions, processes affecting the shore, and recommendations for appropriate management responses to enhance habitat and provide continued use of the property.

Deliverables include 1 to 2 site designs. As needed, a site design prepared by the CONTRACTOR will include preparation of a scaled existing conditions site plan and cross-section(s), proposed conditions site plan and cross-section(s), materials list, and brief project description memo, building on the site visit memo. Provide limited permitting assistance to shoreline homeowners, and to permit staff to review and approve shoreline armoring permits needing assistance.

Task 2: Assumptions

- Site visit memos shall be delivered to the COUNTY. The COUNTY shall deliver the site visit memos to the shoreline homeowners.
- Revisions from shoreline homeowners for the site visit memo are not anticipated; however revisions will be made where needed at the discretion of the COUNTY. Recommendations for shoreline armoring alternatives are aligned with the WDFW Shore Friendly contract.
- Site designs will be completed for residential properties and will not include large heavily engineered sites, commercial properties, industrial properties or those that involve major infrastructure.
- Sites for design development will only include detailed topographic mapping when these data are not otherwise available and site complexity is significant requiring this level of mapping. In most cases it is anticipated that a combination of available aerial photos, LiDAR, and new field measurements and observations will suffice for preparation of site plans and design details.

Task 3: Emergency Shoreline Permitting Response Plan

Shoreline property owners may be vulnerable immediately following a storm event which causes damage to their bulkhead. The CONTRACTOR shall work with the COUNTY'S Planning & Community Development staff to develop an Emergency Shoreline Permitting Response Plan to assist the public in understanding their options for protecting their shoreline property in response to storm damage. The Emergency Shoreline Permitting Response Plan shall include appropriate actions, cost estimates, contact information, and what steps to take following a storm event which causes damage to the shoreline. The CONTRACTOR shall work closely with the COUNTY to ensure staff is knowledgeable on how to respond to emergency storm situations when shoreline homeowners have damaged bulkheads. The Emergency Shoreline Permitting Response Plan will help guide landowners through their options including shoreline armoring alternatives.

Task 3: Deliverables

Emergency Shoreline Permitting Response Plan: Draft and final.

Budget

Incentives to Reduce Puget Sound Shoreline Armoring in Island County (WDFW # 14-02085)

| Task | Deliverable | Budget | Completion date |
|---|--|----------|--------------------|
| 1 Project Management | Email, phone and in-person communication, including assisting with prioritization of site visit recipients as needed, updates and invoicing. | \$4,000 | September 30, 2016 |
| 2 Engineering Services | Conduct site assessments for approved shoreline homeowners. Submit written reports following each site assessment. Provide site design services for hard armor removal and/or soft shore installation for approved properties. | \$42,000 | September 30, 2016 |
| 3 Emergency Shoreline Permitting Response Plan | Emergency Shoreline Permitting Response Plan: Draft and final. | \$9,000 | September 15, 2016 |

| | | |
|------------------------|----------------------|-----------------|
| CONTRACT TOTAL: | Not to exceed | \$55,000 |
|------------------------|----------------------|-----------------|

NOTE: The work within Task 2 may vary depending on the number and complexity of site visits and site designs completed. The CONTRACTOR, in coordination with the COUNTY, shall ensure the largest number of site visits and site designs are completed while maintaining appropriate quality control within the existing budget. The CONTRACTOR shall not proceed with any site design work until written advanced approval for the site and general approach is received from the COUNTY. Due to unknown variables as to sites and conditions, costs per site visit and site design are estimated as follows:

- Per site visit: \$750 – \$1000 (24 – 33 site visits)
- Per site design: \$4,000 - \$9,000 (1 – 2 site designs)

**Coastal Geologic Services Inc. - Hourly Rates Determination
2016**

| Position (Employee) | Direct Hourly Rate | Fringe 96.80% | Overhead 95.20% | Total Billing Rate |
|--------------------------------------|-------------------------------|--------------------------|----------------------------|-------------------------------|
| Principal Geologist (JWJ) | \$54.11 | \$52.38 | \$51.51 | \$158.00 |
| Coastal Geomorphologist (AJM) | \$41.78 | \$40.44 | \$39.77 | \$122.00 |
| Coastal Engineer (ACB) | \$40.07 | \$38.79 | \$38.15 | \$117.00 |
| Env. Sd./ GIS Specialist (JFW) | \$34.59 | \$33.48 | \$32.93 | \$101.00 |
| GIS Analyst (BSR) | \$30.14 | \$29.17 | \$28.69 | \$88.00 |
| CADD/Permit Coordinator (ADT) | \$30.48 | \$29.50 | \$29.02 | \$89.00 |
| Office Mgr/Associate Geologist (RJC) | \$25.34 | \$24.53 | \$24.12 | \$74.00 |

CGS 2016 Cost Schedule

| | |
|---|--------------|
| Advanced Total Sta (survey) Package | \$175/day |
| Differential Trimble GPS | \$100/day |
| Boat Use (36 ft) | \$300/day |
| Small Outboard Motorboat | \$180/day |
| Inshore Boat | \$70/day |
| Sediment Grain Size analysis | \$110/sample |
| Mirror Stereoscope | \$20/day |
| Per Diem | \$150/day |
| Mileage | Federal rate |
| Other Direct Expenses (sub-consultants, other) | Cost + 10% |



GRANT AGREEMENT

TITLE: Incentives to Reduce Armor in Island County

WDFW NUMBER: 14-02085

GRANTEE: Island County

CONTRACT PERIOD: 10/31/2014 to 09/30/2016

TYPE: Payable / Grant / Other

CONTRACT VALUE: \$290,399.00

A. PARTIES TO THIS CONTRACT

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Island County (GRANTEE), NE 6th & Main St, Coupeville, WA 98239-5000; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

The purpose of this contract is to provide a grant award to the GRANTEE for the project specified herein.

C. DESCRIPTION OF PROJECT

The GRANTEE shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" General Terms and Conditions

Attachment "B" Contract/Project Summary

Attachment "C" Federal Provisions

Attachment "D" Statement of Work

Attachment "E" FFATA Data Collection Form

The GRANTEE is a subrecipient of federal funds as identified under "Federal Funding Information" in Attachment "B."

D. PERIOD OF PERFORMANCE

The performance period under this contract shall commence on 10/31/2014 and terminate on 09/30/2016. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this contract shall not exceed \$290,399.00. The GRANTEE shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the GRANTEE must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the GRANTEE not more often than monthly. The invoices shall describe the document to WDFW's satisfaction, a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

The GRANTEE will report purchases made from certified Minority and Women-Owned Business Enterprises (MWBE) firms on each invoice for the invoice period using the following format:

| Value of Purchase | Date of Purchase | Type of Product | Name/Address/Phone number of MWBE firm | Type of Certification (Minority, Women or Both) |
|-------------------|------------------|-----------------|--|---|
| | | | | |

State agencies may use the OMWBE Participation report available through DES Enterprise Reporting to identify any MWBE vendors reimbursed under the account code(s) for their respective contracts. Other entities may consult the OMWBE directory available online at <http://www.omwbe.wa.gov/directory-of-certified-firms/> to identify certified MWBE firms.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the GRANTEE for the services rendered if the GRANTEE fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the GRANTEE acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The GRANTEE shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this contract

H. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions (including Attachment "D" -- Statement of Work) as contained in this basic contract instrument.
- Attachment "A" - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

GRANTEE's Representative

Lori Clark
 (360) 679-7352
 l.clark@co.island.wa.us

WDFW's Representative

Patricia Jatczak
 Washington Department of Fish and Wildlife, 600 Capitol Way North
 Olympia, WA, 98501-1091
 (360)902-2597
 Patricia.Jatczak@dfw.wa.gov

J. ENTIRE CONTRACT

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

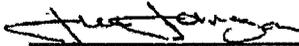
K. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties.

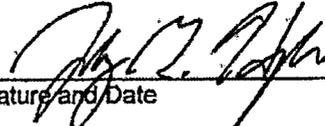
IN WITNESS WHERE, WDFW and the GRANTEE have signed this contract.

ISLAND COUNTY
Board of County Commissioners
Island County, Washington

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

 1.2.22-14

Signature and Date

 1/9/15

Signature and Date

Jill Johnson, Chair

Printed Name and Title

Jeffrey R. Hugdahl
Contracts and Purchasing Manager

Printed Name and Title

Attachment A -
GENERAL TERMS AND CONDITIONS
Grant Agreement
Federal Funds

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.
- D. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this contract under a separate contract with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- G. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

Both parties shall comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BUY AMERICAN ACT

The GRANTEE shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies— a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the AGENCY determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

Unless exempt under 2 CFR 25.110, the GRANTEE shall comply with 2 CFR 25 and be registered in the federal Central Contractor Registration (CCR) system; maintain an active CCR registration with current information at all times during the period of performance for this contract; and provide its DUNS number to the AGENCY.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The GRANTEE shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COST PRINCIPLES AND AUDIT REQUIREMENTS

The GRANTEE agrees to comply with the costs principles of the below listed federal regulations as appropriate for this contract:

OMB Circular A-87 (State, Local and Indian Tribal Governments)

OMB Circular A-21 (Educational Institutions)

OMB Circular A-122 (Nonprofit Organizations)

The GRANTEE agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Contract funds) are not satisfactorily and promptly addressed.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The GRANTEE shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

COVENANT AGAINST CONTINGENT FEES

The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the GRANTEE for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the GRANTEE, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DAVIS-BACON AND RELATED ACTS

If any work performed by the GRANTEE or Subcontractor employees is subject to the Davis-Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the GRANTEE shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to GRANTEE and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the AGENCY each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to GRANTEE and /or Subcontractor laborers and mechanics engaged in work funded by this contract.

DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the GRANTEE'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DRUG-FREE WORKPLACE

The GRANTEE shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for GRANTEE employees; and taking actions concerning GRANTEE employees who are convicted of violating drug statutes in the workplace. The GRANTEE shall provide written notice of a conviction of a GRANTEE employee of a drug violation in the workplace to the AGENCY within seven (7) calendar days after the GRANTEE learns of the conviction.

DUPLICATE PAYMENT

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

EQUIPMENT MANAGEMENT

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, smart phones and tablets, video equipment; and firearms; boats and motorized vehicles of any value.

If the GRANTEE uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the GRANTEE shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The GRANTEE shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The GRANTEE shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

FEDERAL DEBARMENT AND SUSPENSION

The GRANTEE certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the GRANTEE agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at <https://www.sam.gov>.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier subawards of \$25,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

FINAL INVOICE

The GRANTEE shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the contract, including materials incorporated by reference.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE'S agents, employees, representatives, or any Subcontractor or its employees.

The GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the GRANTEE'S or any Subcontractor's performance or failure to perform the contract. The GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this contract. The GRANTEE and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to

provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.

The GRANTEE shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the GRANTEE, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

If the GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to the AGENCY. If requested by the AGENCY, the GRANTEE must describe its financial condition and the self-insured funding mechanism.

The GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The GRANTEE shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the GRANTEE's responsibilities under this section.

LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

MATCHING FUNDS

The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds they shall state the amount of match used during the billing

period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY.

The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as appropriate for this contract:

Federal Grantor Agency: Matching or Cost Sharing Standards

Department of Agriculture: 7 CFR Section 3016.24

Department of Commerce: 15 CFR Section 24.24

Department of Defense: 32 CFR Section 33.24

Department of the Interior: 43 CFR Section 12.64

Environmental Protection Agency: 40 CFR Section 31.24

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the GRANTEE shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

NONDISCRIMINATION

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE

If any work performed by the GRANTEE or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the GRANTEE shall ensure that the GRANTEE and its Subcontractors pay the prevailing rate of wages to all GRANTEE and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. The GRANTEE shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESTRICTIONS ON LOBBYING

The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination" clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on AGENCY premises, the GRANTEE, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATEWIDE VENDOR PAYMENT REGISTRATION

The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to:
<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

SUBCONTRACTING

Neither the GRANTEE nor any Subcontractor(s) shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

TERMINATION

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR CAUSE

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended. The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the GRANTEE shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

TRAFFICKING VICTIMS PROTECTION ACT

As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the GRANTEE is found to be in violation of the Trafficking Victims Protection Act of 2000

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS

The GRANTEE shall comply with the uniform administrative rules for Federal grants and cooperative agreements and subawards as appropriate for this contract:

Federal Grantor Agency/State/Local Govt. Higher Ed. Non-Profit and Commercial Organizations

Department of Agriculture 7 CFR Part 30167 CFR Part 3019
Department of Commerce 15 CFR Part 2415 CFR Part 14
Department of Defense 32 CFR Part 3332 CFR Part 32
Department of the Interior 43 CFR Part 12 (C) 43 CFR Part 12 (F)
Environmental Protection Agency 40 CFR Part 3140 CFR Part 30

WAIVER

A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 1/28/2014

**Attachment B -
CONTRACT/PROJECT SUMMARY**

| | | | |
|--|-------------------|--|------------------------------------|
| TITLE: Incentives to Reduce Armor in Island County | | WDFW CONTRACT NUMBER: 14-02085 | |
| PERIOD: 10/31/2014 to 09/30/2016 | | WDFW MANAGER: Patricia Jatczak (360)902-2597 | |
| GRANTEE: Island County | | | |
| GRANTEE CONTACT: Lori Clark (360) 679-7352 | | | |
| CONTRACT TYPE: Payable / Grant / Other | | | |
| SUMMARY CONTRACT DESCRIPTION: | | | |
| This grant is for Island County DNR to implement the social marketing strategy to reduce shoreline armor. | | | |
| Master Index Number(s): 33503 | | | |
| CFDA Number | Award Year | Award Number | Research & Development? |
| 66.123 Puget Sound Action Agenda: Technical Investigations and Implementation Assistance/Environmental Protection Agency | 2013 | PC-00J29801 | No |

Attachment C –

FEDERAL PROVISIONS

The GRANTEE shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

Administrative Conditions

1. CIVIL RIGHTS OBLIGATIONS

a) GENERAL

This term and condition incorporates by reference the signed assurance provided by the grantee's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Grantees Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the grantee to comply fully with applicable civil rights statutes and implementing EPA regulations.

b) TITLE VI-LEP, Public Participation and Affirmative Compliance Obligation

- As a grantee of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the grantee agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Grantees Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25in04-79.pdf>
- If the GRANTEE is administering permitting programs under this agreement, the GRANTEE agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Grantees Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the grantee acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The GRANTEE must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

2. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by grantees in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be

required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3. Copeland "Anti-Kickback" Act

All contracts and subgrants in excess of \$2000 for construction or repair awarded by grantees and subgrantees shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The GRANTEE shall report all suspected or reported violations to the Federal awarding agency.

4. Disadvantaged Business enterprise Requirements, General Compliance

GRANTEE agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

5. Federal Employees

No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.

6. FY12 APPR ACT: Unpaid Federal Tax Liabilities and Federal Felony Convictions

This award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the GRANTEE acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the GRANTEE fails to comply with these provisions, EPA will annul this agreement and may recover any funds the GRANTEE has expended in violation of sections 433 and 434.

7. Fly America Act

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that grantees and subgrantees of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, GRANTEE agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. Grantee may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

9. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. Recycled Paper

Institutions of Higher Education Hospitals and Non-Profit Organizations

In accordance with 40 CFR 30.16, GRANTEE agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

State Agencies and Political Subdivisions

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

State and Local Institutions of Higher Education and Non-Profit Organizations

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

State Tribal and Local Government Grantees

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), GRANTEE agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

12. Reimbursement Limitation

If GRANTEE expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Grantee for costs incurred in excess of the approved budget.

13. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the grantee in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

14. Sub-Awards

If GRANTEE makes sub-awards under this Agreement, GRANTEE is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions.

GRANTEE agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (GRANTEE CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain DFW's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from DFW for any new sub-award-work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Programmatic Conditions:

1. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT PC 00J29801 TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

2. Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

DFW acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

3. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject-matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the DFW Program Manager prior to releasing any final reports or products resulting from the funded study.

4. Environmental Data and Information Technology

GRANTEES are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated), for reporting will be determined on a project-by-project basis between the DFW grant manager and grantee. More information about STORET can be found at <http://www.epa.gov/STORET>.

8. Program Income

If program income is generated, the sub-grantee is required to account for program income related to this project. Program income earned during the project period shall be retained by the grantee and shall be added to funds committed to the project, and shall be used to further eligible project objectives.

9. Electronic and Information Technology Accessibility

Subgrantees are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, grantee personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time a subgrantee's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly, we encourage grantees to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

10. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of February 4, 2013 and April 9, 2013, or the October 28, 2013 guidance previously agreed to by Lead Organizations (LOs) (see attachments). LOs shall confirm in writing projects' consistency with the recommendations referenced above. When evaluating project proposals, LOs also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the LO must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

**Attachment D –
STATEMENT OF WORK**

PURPOSE

The goal of this project is to promote alternative strategies for shoreline residential properties that provide both the use and enjoyment of the property while promoting and maintaining the ecological properties of coastal ecosystems. This project will influence shoreline residents to adopt a "shore friendly protection" approach, and build understanding and develop consistent messaging about Shore Friendly practices among County staff, realtors, consultants, and environmental educators.

Providing cost incentives for choosing Shore Friendly alternatives to armoring along with efficient, consistent and streamlined permit review for Shore Friendly permitting will ensure a better experience for shoreline homeowners, thereby removing significant barriers to adopting the preferred behavior of adopting shore friendly protection methods. Engaging influencer audiences will also ensure that they are adequately trained to use consistent messaging and have a shared understanding that supports behavior change.

The primary target audience of this project is shoreline landowners who currently have no armoring, and a secondary audience is landowners considering armoring repair or replacement. Also, by creating a new social norm, the project will influence all Island County residents.

TASKS & DELIVERABLES

Task 1: *Project Plan and Performance Evaluation.* Complete a detailed project plan. Develop a Performance Evaluation Plan to track the social marketing program's progress and make necessary adjustments along the life of the grant. Randomly survey shoreline residents pre- and post-social marketing campaign to gauge the effectiveness of outreach efforts. Monitor shoreline armoring trends with GIS.

| Number | Deliverable | Cost | Completion date |
|--------|---|---------------------------|-------------------|
| 1.1 | Detailed project plan describing the major project components | \$724 | December 31, 2014 |
| 1.2 a | Performance evaluation plan | \$10,318 total for 1.2 | March 1, 2015 |
| 1.2 b | Report on results of pre-social marketing campaign surveys | | June 2015 |
| 1.2 c | Report on results of post-social marketing campaign surveys | | August 31, 2106 |

Task 2: *Progress and Final Reports.* Complete bi-annual FEATS progress reports, as well as a draft final FEATS report and final project narrative report. FEATS reports will describe, at minimum:

- A description of the work completed in the reporting period, including costs to-date and costs reimbursed
- The status and completion date for the project activities
- Description of any problems or circumstances affecting the completion date, scope of work, or costs
- Project highlights

The final FEATS report, reflecting the final project billing, will be provided during project close out.

The final project report will describe the entire project, including information such as work completed, results of performance evaluation, overall project outcomes, and lessons learned.

| Number | Deliverable | Cost | Completion date |
|--------|---|---------------------------------|------------------|
| 2.1 a | FEATS Reports | \$13,541 total for Task 2 | April 15, 2015 |
| 2.1 b | | | October 15, 2015 |
| 2.1 c | | | April 15, 2016 |
| 2.2 | Draft final FEATS report and final project narrative report | | August 31, 2016 |
| 2.3 | Final project report describing whole project and lessons learned | | August 31, 2016 |

Task 3: Project Management. Responsibilities include, but are not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

| Number | Deliverable | Cost | Completion date |
|--------|--------------------------------------|---------|------------------|
| 3.1 a | Quarterly project management reports | \$7,539 | April 15, 2015 |
| 3.1 b | | | July 15, 2015 |
| 3.1 c | | | October 15, 2015 |
| 3.1 d | | | January 15, 2015 |
| 3.1 e | | | April 15, 2016 |
| 3.1 f | | | August 31, 2016 |

Task 4: Permitting Incentive for Soft Shore Alternatives. Work with Island County Community Planning and Development staff to identify barriers to shoreline permitting process efficiencies and develop a streamlined permitting process to incentivize soft shore alternatives. This will include up to 4 planning and development meetings/trainings, and softshore permit fee subsidies for up to 40 shoreline landowners. Additionally, professional engineer services will be provided for permitting assistance to landowners, and to permit staff to review and approve shoreline-armoring permits needing verification.

| Number | Deliverable | Cost | Completion date |
|--------|--|-----------|------------------|
| 4.1 a | Quarterly reports on development of streamlined permitting process, permit fee subsidies provided to landowners, and engineering services provided to landowners and county permitting staff | \$141,503 | April 15, 2015 |
| 4.1 b | | | July 15, 2015 |
| 4.1 c | | | October 15, 2015 |
| 4.1 d | | | January 15, 2015 |
| 4.1 e | | | April 15, 2016 |
| 4.1 f | | | August 31, 2016 |

Task 5: Influencer Audience Training. Facilitate a total of 8 trainings for:

- Realtors who serve Island County,
- Contractors who construct armoring in Island County, and
- Island County permitting staff on soft-shore protection and Shore Friendly tools and resources.

Trainings for realtors will provide information on shoreline ecosystems and available landowner incentives. Island County will also partner with realtors to develop messaging, as well as information packets for new shoreline landowners.

Trainings for contractors will include participation of a professional engineer and will focus on softer alternatives to hard armoring. Certificates will be offered to contractors who participate in Shore Friendly training. Island County will also list contractors who have earned certificates on their website.

Coordinate with Northwest Straits Foundation to include Island County tools, permitting incentive information and resources in their Shore Friendly workshops.

Partner with Washington State University Shore Stewards to incorporate Shore Friendly messaging into the existing Shore Stewards program outreach materials.

| Number | Deliverable | Cost | Completion date |
|--------|--|----------|------------------|
| 5.1 a | Quarterly reports on influencer audience trainings, including rosters of participants, copies of agendas and/or presentations, and summaries of information provided at the trainings. | \$57,187 | April 15, 2015 |
| 5.1 b | | | July 15, 2015 |
| 5.1 c | | | October 15, 2015 |
| 5.1 d | | | January 15, 2015 |
| 5.1 e | | | April 15, 2016 |
| 5.1 f | | | August 31, 2016 |

Task 6: Implement Shore Friendly Social Marketing Campaign. Develop and implement a social marketing program for Island County. Develop and distribute outreach materials, including Shore Friendly information packets, and partner with realtors to distribute them to new shoreline property owners. Provide Shore Friendly information, including about available incentives, to Shore Stewards program for distribution. Conduct other outreach activities to share Shore Friendly messages, such as engaging media and developing website content.

| Number | Deliverable | Cost | Completion date |
|--------|---|----------|------------------|
| 6.1 a | Quarterly reports on implementation of Shore Friendly social marketing campaign | \$59,587 | April 15, 2015 |
| 6.1 b | | | July 15, 2015 |
| 6.1 c | | | October 15, 2015 |
| 6.1 d | | | January 15, 2015 |
| 6.1 e | | | April 15, 2016 |
| 6.1 f | | | August 31, 2016 |

CONTRACT TOTAL: \$290,399

Data Sharing:

Effective Date and Termination

This shall be effective from the date the last signature is affixed to this Agreement and shall apply to any Data provided to the Grantee by WDFW, and all Data so disclosed shall be subject to the terms of this Agreement for a period of six (6) years from the date of disclosure.

Description of Data

The data that will be shared (Data) is the **Puget Sound Shoreline Parcel GIS Geodatabase**, which is an integrated database of residential shoreline properties at the parcel level. It includes information on ownership, value, shoreline characteristics such as information on geomorphology and fish spawning habitat, as well as the presence of armor on the shoreline. Data was developed using a dataset from the University of Washington, with additional work conducted by a contractor for WDFW.

WDFW neither updates nor maintains this Data. WDFW cannot provide assurances as to the accuracy of the Data.

Use of this information for commercial purposes is strictly prohibited.

Data Confidentiality

The GRANTEE acknowledges the confidential nature of the information and agrees that their staff with access shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the Data. If the Data provided under this Agreement is needed by a subcontractor, the subcontractor must separately enter into a Data Sharing Agreement with WDFW. The Data provided by WDFW cannot be re-disclosed or duplicated unless specifically authorized in this Agreement or required by law.

Data Classification

WDFW has determined that the Data being provided under this Agreement is classified as:

Category 2 - Sensitive: Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Access Methods

WDFW shall provide the Data to the GRANTEE on a digital optical disk (DVD).

Authorized Users and Operations Permitted

The GRANTEE will use the Data for the sole purpose of conducting the work described in this grant agreement.

Protection of Data

WDFW will express mail the Data to the Grantee's place of business. The GRANTEE shall limit access to the Data to the least number of staff needed to complete the purpose of this Agreement. The GRANTEE agrees to store data on one or more of the following media and protect the data as described:

- a) **Workstation Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b) **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of

access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- c) Optical discs (e.g. CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by WDFW on optical discs which will be used in local workstation optical disc drives. When not in use for the Agreement purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container.

Storage and Disposal of Data no longer required

Data provided by WDFW will be returned to WDFW or destroyed when the work for which the Data was required has been completed and met its statutory retention period. If the Data has been stored on server or workstation data hard drives or similar media, the GRANTEE shall remove the Data completely from such drives.



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 28 June
2016
Agenda Item No 7
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:
C-77-16

DEPARTMENT: Public Works

DIVISION: Engineering

STAFF CONTACT: Paul Nettleton –Engineering Technician

AGENDA SUBJECT: CRP Initiation, Local Agency Agreement and Local Agency Federal Aid Project Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation Projects.

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) 3 February 2016
The Board of County Commissioners reviewed and approved the 2016 Pavement Preservation Program during its February 3rd 2016 Work Session. This program received approximately \$1,017,150 of STP-R funds for paving qualifying County and City/Town roads/streets from the Regional Transportation Planning Organization (RTPO). Approximately 1.600 miles of which are Island County Roads.

Resolution C-77-16 / R-37-16

FISCAL IMPACT/FUNDING SOURCE:
Island County/City of Langley received approximately \$1,017,150 of STP-R funds from the RTPO. The funding source requires a 13.5% grant match. The City of Langley will reimburse the County for the required grant match for the streets in their respective jurisdiction. Island County will fund its required grant match. No negative fiscal impact is anticipated since this is a budgeted program.

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:
Motion to authorize the CRP Initiation and the Chair to sign the Local Agency Agreement, Federal Aid Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ___/___/___ TIME: _____
 OTHER _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Island County, Washington.

In the matter of initiating a County Drainage Project designated as 2016 Fed-Air Roadway Preservation/Oak Harbor Road & City of Langley **CDP 16-03 JL 01117-0103/0304.**

IT IS HEREBY RESOLVED THAT 2016 Fed-Aid Roadway Preservation project Road Log No. varies, M.P. varies to M.P. varies, located on Whidbey Island be improved as follows: The project provides for placing of HMA CI 1/2" for the improvement of 1 County road on Whidbey Island and placement of HMA CI 1/2" on 3 streets within an intersection in the City of Langley.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS FURTHER RESOLVED that, based on the County Engineer's estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown and that plans & specifications for this project have been approved:

| <u>PURPOSE</u> | <u>AMOUNT OF APPROPRIATION</u> |
|-----------------------------------|--------------------------------|
| Engineering | |
| Preliminary | \$ <u>60,000.00</u> |
| Construction | \$ <u>32,000.00</u> |
| Sub-Total | \$ <u>92,000.00</u> |
| Right of Way Acquisition | |
| | \$ <u>-0-</u> |
| Engineering & R/W Sub-Total | \$ <u>92,000.00</u> |
| (Not subject to 36.77.065) | |
| Construction | |
| | \$ <u>1,013,080.00</u> |
| Project Sub-Total | \$ <u>1,105,080.00</u> |
| Contingencies | \$ <u>70,920.00</u> |
| TOTAL APPROPRIATION | \$ <u>1,176,000.00</u> |

Source of Funds: Roads - \$ 117,000 Grant - \$ 790,850 Other \$ 268,150 Source STP-R/Interagency Agreement
Funds Allocated: Planned _____ Secured X

X This project is included in the officially adopted Annual Road Program as Item No. 03.

_____ The project is hereby made a part of the officially adopted Annual Road Program in accordance with RCW 36.81.130 as Item No. _____.

IT IS FURTHER RESOLVED that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

_____ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

RICHARD M. HANNOLD, Chair

JILL JOHNSON, Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

HELEN PRICE JOHNSON, Member



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 28 June
2016

Agenda Item No B

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Public Works

DIVISION: Engineering

STAFF CONTACT: Paul Nettleton –Engineering Technician

AGENDA SUBJECT: CRP Initiation, Local Agency Agreement and Local Agency Federal Aid Project Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation Projects.

↳ Phase 4

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 3 February 2016

The Board of County Commissioners reviewed and approved the 2016 Pavement Preservation Program during its February 3rd 2016 Work Session. This program received approximately \$1,017,150 of STP-R funds for paving qualifying County and City/Town roads/streets from the Regional Transportation Planning Organization (RTPO). Approximately 1.600 miles of which are Island County Roads.

FISCAL IMPACT/FUNDING SOURCE:

Island County/City of Langley received approximately \$1,017,150 of STP-R funds from the RTPO. The funding source requires a 13.5% grant match. The City of Langley will reimburse the County for the required grant match for the streets in their respective jurisdiction. Island County will fund its required grant match. No negative fiscal impact is anticipated since this is a budgeted program.

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) _____

SUGGESTED MOTION:

Motion to authorize the CRP Initiation and the Chair to sign the Local Agency Agreement, Federal Aid Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ___/___/___ TIME: _____
- OTHER _____



**Local Agency Federal Aid
Project Prospectus**

| | | | | |
|-----------------------------|-----------|--------------------|--------------------------------|------------|
| Prefix | Route | () | Date | 6/7/2016 |
| Federal Aid Project Number | | | DUNS Number | 029118606 |
| Local Agency Project Number | CRP 16-03 | (WSDOT Use Only) | Federal Employer Tax ID Number | 91-6001321 |

| | | | | |
|---|---|---|---|-------------------------------------|
| Agency Island County | CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other | | |
| Project Title Crescent Harbor Rd Resurfacing, Ph 1 | | Start Latitude N 48-18-26.09 | Start Longitude W 122-35-31.53 | |
| | | End Latitude N 48-18-26.06 | End Longitude W 122-33-23.09 | |
| Project Termini From-To Taylor Road -0.91mi E. of Taylor | | Nearest City Name Oak Harbor | | Project Zip Code (+4) 98239-5000 |
| Begin Mile Post 0.00 | End Mile Post 0.91 | Length of Project 0.91 | Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad | |
| Route ID 96160 | Begin Mile Point 0.00 | End Mile Point 0.91 | City Number | County Number 15 |
| | | County Name Island | | |
| WSDOT Region Northwest Region | Legislative District(s) 10 | Congressional District(s) 2 | | Urban Area Number 19 |

| Phase | Total Estimated Cost | Local Agency Funding | Federal Funds | Phase Start Date | |
|--------------|--------------------------|--------------------------|--------------------------|------------------|------|
| | (Nearest Hundred Dollar) | (Nearest Hundred Dollar) | (Nearest Hundred Dollar) | Month | Year |
| P.E. | \$ 15,000 | \$ 0 | \$ 0 | 1/2016 | |
| R/W | \$ 0 | \$ 0 | \$ 0 | N/A | |
| Const. | \$ 517,900 | \$ 72,000 | \$ 460,900 | 7/2016 | |
| Total | \$ 532,900 | \$ 72,000 | \$ 460,900 | | |

Description of Existing Facility (Existing Design and Present Condition)

| | |
|----------------------------|----------------------|
| Roadway Width 34' - 38' | Number of Lanes 2 |
|----------------------------|----------------------|

2.9" ACP with 3/8" BST, Pavement is in need of Resurfacing.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

See Attached Sheet for Description of Proposed Work.

| | | |
|---|---|------------------------|
| Local Agency Contact Person Keith M. Elefson, P.E. | Title Construction Engineer | Phone 360-240-5557 |
| Mailing Address P.O. Box 5000 | City Coupeville | State WA |
| | | Zip Code 98239-5000 |
| Project Prospectus | By <u><i>W. M. Elefson</i></u> Approving Authority | |
| | Title <u>Public Works Director</u> | Date <u>6/20/2016</u> |

| | | |
|-------------------------|---|------------------|
| Agency Island County | Project Title Crescent Harbor Rd Resurfacing, Ph 1 | Date 6/7/2016 |
|-------------------------|---|------------------|

| | | | |
|---|--|---|----------------------|
| Type of Proposed Work | | | |
| Project Type (Check all that Apply) | | Roadway Width 30' - 38' | Number of Lanes 2 |
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Path / Trail | <input type="checkbox"/> 3-R | |
| <input type="checkbox"/> Reconstruction | <input type="checkbox"/> Pedestrian / Facilities | <input checked="" type="checkbox"/> 2-R | |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Parking | <input type="checkbox"/> Other | |
| <input type="checkbox"/> Bridge | | | |

| | | |
|--|---|---|
| Geometric Design Data | | |
| Description | Through Route | Crossroad |
| Federal Functional Classification | <input checked="" type="checkbox"/> Urban | <input type="checkbox"/> Principal Arterial |
| | <input type="checkbox"/> Rural | <input type="checkbox"/> Minor Arterial |
| | <input type="checkbox"/> NHS | <input type="checkbox"/> Collector |
| | | <input type="checkbox"/> Major Collector |
| | | <input type="checkbox"/> Minor Collector |
| | <input type="checkbox"/> Local Access | <input type="checkbox"/> Local Access |
| Terrain | <input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain | <input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain |
| Posted Speed | 50 mph | |
| Design Speed | N/A | |
| Existing ADT | 2,500 | |
| Design Year ADT | N/A | |
| Design Year | N/A | |
| Design Hourly Volume (DHV) | N/A | |

| | | |
|---|------------------|-----------------|
| Performance of Work | | |
| Preliminary Engineering Will Be Performed By Island County | Others 0 % | Agency 100 % |
| Construction Will Be Performed By Site preparation by County forces, Overlay by contractor (low bid) | Contract 95 % | Agency 5 % |

| | |
|--|---|
| Environmental Classification | |
| <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) | <input checked="" type="checkbox"/> Class III - Categorically Excluded (CE) |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement | <input type="checkbox"/> Projects Requiring Documentation (Documented CE) |
| <input type="checkbox"/> Class III - Environmental Assessment (EA) | |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

| |
|------------------------------|
| Environmental Considerations |
|------------------------------|

| | | |
|-------------------------|---|------------------|
| Agency Island County | Project Title Crescent Harbor Rd Resurfacing, Ph 1 | Date 6/7/2016 |
|-------------------------|---|------------------|

| | | |
|--|--|--|
| Right of Way | | |
| <input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way. | <input type="checkbox"/> Right of Way Needed | |
| | <input type="checkbox"/> No Relocation | <input type="checkbox"/> Relocation Required |

| | |
|---|--|
| Utilities | Railroad |
| <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract | <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract |

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Island County

Date _____

By Richard M. Hanndd, Mayor / Chairperson
 Board of County Commissioners



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 28 June
2016

Agenda Item No 9

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

| | |
|---|---|
| DEPARTMENT: Public Works | |
| DIVISION: Engineering | |
| STAFF CONTACT: Paul Nettleton –Engineering Technician | |
| AGENDA SUBJECT: CRP Initiation, <u>Local Agency Agreement</u> and Local Agency Federal Aid Project Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation Projects. | |
| <i>Phase 1</i> | |
| BACKGROUND/SUMMARY: | WORK SESSION DATE: (if applicable) 3 February 2016 |
| The Board of County Commissioners reviewed and approved the 2016 Pavement Preservation Program during its February 3rd 2016 Work Session. This program received approximately \$1,017,150 of STP-R funds for paving qualifying County and City/Town roads/streets from the Regional Transportation Planning Organization (RTPO). Approximately 1.600 miles of which are Island County Roads. | |
| FISCAL IMPACT/FUNDING SOURCE: | |
| Island County/City of Langley received approximately \$1,017,150 of STP-R funds from the RTPO. The funding source requires a 13.5% grant match. The City of Langley will reimburse the County for the required grant match for the streets in their respective jurisdiction. Island County will fund its required grant match. No negative fiscal impact is anticipated since this is a budgeted program. | |
| RECOMMENDED ACTION: | |
| <input checked="" type="checkbox"/> | Approve/Adopt |
| <input type="checkbox"/> | Schedule Public Hearing/Meeting |
| <input type="checkbox"/> | Continue Public Hearing/Meeting |
| <input type="checkbox"/> | Information/Discussion |
| <input type="checkbox"/> | Other (describe) _____ |
| SUGGESTED MOTION: | |
| Motion to authorize the CRP Initiation and the Chair to sign the Local Agency Agreement, Federal Aid. Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation. | |

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____



**Washington State
Department of Transportation**

Agency Island County

Address P.O. Box 5000
Coupeville, WA 98239-5000

Local Agency Agreement

| |
|---|
| <p>CFDA No. 20.205 (Catalog or Federal Domestic Assistance)</p> <p>Project No.</p> <p>Agreement No.</p> <p style="text-align: center;">For OSC WSDOT Use Only</p> |
|---|

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Crescent Harbor Rd Resurfacing Phase I Length 0.91 miles

Termini Taylor Road to 0.91 miles E of Taylor Road

Description of Work

Overlay Crescent Harbor Rd. by placing HMA, including planing and other work as needed.

Project Agreement End Date 10/31/18

Proposed Advertisement Date 7/26/16

| |
|---|
| <p>Claiming Indirect Cost Rate</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> |
|---|

| Type of Work | Estimate of Funding | | |
|---|---|----------------------------------|-----------------------------------|
| | (1) Estimated Total Project Funds | (2) Estimated Agency Funds | (3) Estimated Federal Funds |
| PE | | | |
| 100 % a. Agency | 15000 | 15000 | 0 |
| b. Other | 15000 | 15000 | |
| Federal Aid Participation Ratio for PE | | | |
| c. Other | | | |
| d. State | 1000 | 1000 | |
| e. Total PE Cost Estimate (a+b+c+d) | 31,000.00 | 31,000.00 | 0.00 |
| Right of Way | | | |
| 0 % f. Agency | 0 | 0 | 0 |
| g. Other | | | |
| Federal Aid Participation Ratio for RW | | | |
| h. Other | | | |
| i. State | | | |
| j. Total RW Cost Estimate (f+g+h+i) | 0.00 | 0.00 | 0.00 |
| Construction | | | |
| 13.9 % k. Contract | 517900 | 72000 | 460900 |
| l. Other | | | |
| m. Other | | | |
| n. Other | | | |
| Federal Aid Participation Ratio for CN | | | |
| o. Agency | | | |
| p. State | | | |
| q. Total CN Cost Estimate (k+l+m+n+o+p) | 517,900.00 | 72,000.00 | 460,900.00 |
| r. Total Project Cost Estimate (e++q) | 548,900.00 | 103,000.00 | 460,900.00 |

Agency Official - Island County

By _____

Title Richard M. Hannold, Clerk
Board of County Commissioners

Date _____

Washington State Department of Transportation

By _____
Director, Local Programs
Date Executed _____



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 28 June
2016

Agenda Item No 10

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

| | | |
|---|---|---|
| DEPARTMENT: Public Works | | |
| DIVISION: Engineering | | |
| STAFF CONTACT: Paul Nettleton –Engineering Technician | | |
| AGENDA SUBJECT: CRP Initiation, Local Agency Agreement and <u>Local Agency Federal Aid Project Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation Projects.</u> <i>↳ Phase 2</i> | | |
| <table style="width:100%; border:none;"> <tr> <td style="width:50%;">BACKGROUND/SUMMARY:</td> <td style="width:50%;">WORK SESSION DATE: (if applicable) 3 February 2016</td> </tr> </table> <p>The Board of County Commissioners reviewed and approved the 2016 Pavement Preservation Program during its February 3rd 2016 Work Session. This program received approximately \$1,017,150 of STP-R funds for paving qualifying County and City/Town roads/streets from the Regional Transportation Planning Organization (RTPO). Approximately 1.600 miles of which are Island County Roads.</p> | BACKGROUND/SUMMARY: | WORK SESSION DATE: (if applicable) 3 February 2016 |
| BACKGROUND/SUMMARY: | WORK SESSION DATE: (if applicable) 3 February 2016 | |
| FISCAL IMPACT/FUNDING SOURCE: Island County/City of Langley received approximately \$1,017,150 of STP-R funds from the RTPO. The funding source requires a 13.5% grant match. The City of Langley will reimburse the County for the required grant match for the streets in their respective jurisdiction. Island County will fund its required grant match. No negative fiscal impact is anticipated since this is a budgeted program. | | |
| RECOMMENDED ACTION: <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____ | | |
| SUGGESTED MOTION: Motion to authorize the CRP Initiation and the Chair to sign the Local Agency Agreement, Federal Aid Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation. | | |

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

| | |
|--------------------------|---|
| <input type="checkbox"/> | APPROVED |
| <input type="checkbox"/> | DENIED |
| <input type="checkbox"/> | TABLED/DEFERRED/NO ACTION TAKEN |
| <input type="checkbox"/> | CONTINUED TO DATE: ____/____/____ TIME: _____ |
| <input type="checkbox"/> | OTHER _____ |



**Local Agency Federal Aid
Project Prospectus**

| | | | | |
|-----------------------------|-----------|--------------------|--------------------------------|------------|
| Prefix | Route | () | Date | 6/7/2016 |
| Federal Aid Project Number | | | DUNS Number | 029118606 |
| Local Agency Project Number | CRP 16-03 | (WSDOT Use Only) | Federal Employer Tax ID Number | 91-6001321 |

| | | | |
|--|--|--|--|
| Agency Island County | CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other | |
| Project Title Crescent Harbor Rd Resurfacing, Ph 2 | Start Latitude N 48-18-26.09 End Latitude N 48-18-26.06 | Start Longitude W 122-35-31.53 End Longitude W 122-33-23.09 | |
| Project Termini From-To 0.91 mi. east of Taylor -Reservation Road | Nearest City Name Oak Harbor | Project Zip Code (+4) 98239-5000 | |
| Begin Mile Post 0.91 | End Mile Post 1.60 | Length of Project 0.69 | Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad |
| Route ID 96160 | Begin Mile Point 0.91 | End Mile Point 1.60 | City Number County Number County Name 15 Island |
| WSDOT Region Northwest Region | Legislative District(s) 10 | Congressional District(s) 2 | Urban Area Number 19 |

| Phase | Total Estimated Cost (Nearest Hundred Dollar) | Local Agency Funding (Nearest Hundred Dollar) | Federal Funds (Nearest Hundred Dollar) | Phase Start Date | |
|--------------|--|--|---|------------------|------|
| | | | | Month | Year |
| P.E. | \$ 15,000 | \$ 0 | \$ 0 | 1/2016 | |
| R/W | \$ 0 | \$ 0 | \$ 0 | N/A | |
| Const. | \$ 318,100 | \$ 45,000 | \$ 288,100 | 7/2016 | |
| Total | \$ 333,100 | \$ 45,000 | \$ 288,100 | | |

Description of Existing Facility (Existing Design and Present Condition)

| | |
|----------------------------|----------------------|
| Roadway Width 34' - 38' | Number of Lanes 2 |
|----------------------------|----------------------|

2.9" ACP with 3/8" BST, Pavement is in need of Resurfacing.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

See attached sheet for Proposed Description of Work.

| | | |
|---|------------------------------------|------------------------|
| Local Agency Contact Person Keith M. Elefson, P.E. | Title Construction Engineer | Phone 360-240-5557 |
| Mailing Address P.O. Box 5000 | City Coupeville | State WA |
| | | Zip Code 98239-5000 |
| Project Prospectus | By Approving Authority | |
| | Title <i>PUBLIC WORKS DIRECTOR</i> | Date <i>6/20/2016</i> |

| | | |
|-------------------------|---|------------------|
| Agency Island County | Project Title Crescent Harbor Rd Resurfacing, Ph 2 | Date 6/7/2016 |
|-------------------------|---|------------------|

| | | | |
|---|--|---|----------------------|
| Type of Proposed Work | | | |
| Project Type (Check all that Apply) | | Roadway Width 30' - 38' | Number of Lanes 2 |
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Path / Trail | <input type="checkbox"/> 3-R | |
| <input type="checkbox"/> Reconstruction | <input type="checkbox"/> Pedestrian / Facilities | <input checked="" type="checkbox"/> 2-R | |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Parking | <input type="checkbox"/> Other | |
| <input type="checkbox"/> Bridge | | | |

| | | |
|--|---|---|
| Geometric Design Data | | |
| Description | Through Route | Crossroad |
| Federal Functional Classification | <input checked="" type="checkbox"/> Urban | <input type="checkbox"/> Principal Arterial |
| | <input type="checkbox"/> Rural | <input type="checkbox"/> Minor Arterial |
| | <input type="checkbox"/> NHS | <input type="checkbox"/> Collector |
| | | <input type="checkbox"/> Major Collector |
| | | <input type="checkbox"/> Minor Collector |
| | <input type="checkbox"/> Local Access | <input type="checkbox"/> Local Access |
| Terrain | <input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain | <input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain |
| Posted Speed | 50 mph | |
| Design Speed | N/A | |
| Existing ADT | 2,500 | |
| Design Year ADT | N/A | |
| Design Year | N/A | |
| Design Hourly Volume (DHV) | N/A | |

| | | |
|---|------------------|-----------------|
| Performance of Work | | |
| Preliminary Engineering Will Be Performed By Island County | Others 0 % | Agency 100 % |
| Construction Will Be Performed By Site preparation by County forces, Overlay by contractor (low bid) | Contract 95 % | Agency 5 % |

| | |
|--|---|
| Environmental Classification | |
| <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) | <input checked="" type="checkbox"/> Class III - Categorically Excluded (CE) |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement | <input type="checkbox"/> Projects Requiring Documentation (Documented CE) |
| <input type="checkbox"/> Class III - Environmental Assessment (EA) | |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

| |
|--|
| Environmental Considerations |
| |

| | | |
|-------------------------|---|------------------|
| Agency Island County | Project Title Crescent Harbor Rd Resurfacing, Ph 2 | Date 6/7/2016 |
|-------------------------|---|------------------|

| | | |
|--|--|--|
| Right of Way | | |
| <input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way. | <input type="checkbox"/> Right of Way Needed | <input type="checkbox"/> Relocation Required |
| | <input type="checkbox"/> No Relocation | |

| | |
|---|---|
| Utilities | Railroad |
| <input checked="" type="checkbox"/> No utility work required | <input checked="" type="checkbox"/> No railroad work required |
| <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract | <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract |
| <input type="checkbox"/> All utility work will be completed in coordination with the construction contract | <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract |

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Island County

Date _____ By Richard M. Hannold, ~~Mayor~~ Chairperson
Board of County Commissioners



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 28 June
2016
Agenda Item No 11
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

DEPARTMENT: Public Works

DIVISION: Engineering

STAFF CONTACT: Paul Nettleton –Engineering Technician

AGENDA SUBJECT: CRP Initiation, Local Agency Agreement and Local Agency Federal Aid Project Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation Projects. Phase 2

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) 3 February 2016
The Board of County Commissioners reviewed and approved the 2016 Pavement Preservation Program during its February 3rd 2016 Work Session. This program received approximately \$1,017,150 of STP-R funds for paving qualifying County and City/Town roads/streets from the Regional Transportation Planning Organization (RTPO). Approximately 1.600 miles of which are Island County Roads.

FISCAL IMPACT/FUNDING SOURCE:
Island County/City of Langley received approximately \$1,017,150 of STP-R funds from the RTPO. The funding source requires a 13.5% grant match. The City of Langley will reimburse the County for the required grant match for the streets in their respective jurisdiction. Island County will fund its required grant match. No negative fiscal impact is anticipated since this is a budgeted program.

RECOMMENDED ACTION:
 Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:
Motion to authorize the CRP Initiation and the Chair to sign the Local Agency Agreement, Federal Aid Prospectus for the 2016 Countywide Fed-Aid Roadway Preservation.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:
 APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER _____



**Washington State
Department of Transportation**

Agency Island County

Address P.O. Box 5000
Coupeville, WA 98239-5000

Local Agency Agreement

| |
|---|
| CFDA No. 20.205 (Catalog or Federal Domestic Assistance) |
| Project No. |
| Agreement No. |
| For OSC WSDOT Use Only |

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Crescent Harbor Rd Resurfacing Phase 2 Length 0.69 miles

Termini 0.91 miles east of Taylor Road to Reservation Road

Description of Work

Overlay Crescent Harbor Rd. by placing HMA, including planing and other work as needed.

Project Agreement End Date 10/31/18

Proposed Advertisement Date 7/26/16

| |
|---|
| Claiming Indirect Cost Rate |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

| Type of Work | Estimate of Funding | | |
|---|---|----------------------------------|-----------------------------------|
| | (1) Estimated Total Project Funds | (2) Estimated Agency Funds | (3) Estimated Federal Funds |
| PE | | | |
| 100 % a. Agency | 15000 | 15000 | 0 |
| b. Other | 15000 | 15000 | |
| Federal Aid Participation Ratio for PE | | | |
| c. Other | | | |
| d. State | 1000 | 1000 | |
| e. Total PE Cost Estimate (a+b+c+d) | 31,000.00 | 31,000.00 | 0.00 |
| Right of Way | | | |
| 0 % f. Agency | 0 | 0 | 0 |
| g. Other | | | |
| Federal Aid Participation Ratio for RW | | | |
| h. Other | | | |
| i. State | | | |
| j. Total R/W Cost Estimate (f+g+h+i) | 0.00 | 0.00 | 0.00 |
| Construction | | | |
| 14.1 % k. Contract | 318100 | 45000 | 288100 |
| l. Other | | | |
| m. Other | | | |
| Federal Aid Participation Ratio for CN | | | |
| n. Other | | | |
| o. Agency | | | |
| p. State | | | |
| q. Total CN Cost Estimate (k+l+m+n+o+p) | 318,100.00 | 45,000.00 | 288,100.00 |
| r. Total Project Cost Estimate (e+j+q) | 349,100.00 | 76,000.00 | 288,100.00 |

Agency Official - Island County

Washington State Department of Transportation

By _____

By

Title Richard M. Hannold, Chair
Board of County Commissioners

Director, Local Programs

Date Executed

Date _____



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/28/16

Agenda Item No 12

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

C-78-16

| | |
|--|--|
| DEPARTMENT: | Public Works |
| DIVISION: <i>(if applicable)</i> | Engineering |
| STAFF CONTACT: | Brian Wood |
| AGENDA SUBJECT: | Island Regional Transportation Planning Organization Resolution Signature |
| BACKGROUND/SUMMARY: | WORK SESSION DATE: <i>(if applicable)</i> <u>June 15, 2016</u> |
| <p>In accordance with the Island Transportation Planning Organization's intention to form a Regional Transportation Planning Organization (RTPO) as permitted under RCW 47.80.020, it is necessary for the board of Island County Commissioners to sign a resolution that:</p> <ol style="list-style-type: none"> 1. acknowledges Island RTPO 2. indicates Island County's intention to be a member of the Island RTPO 3. Indicates Island County's willingness to serve as the lead agency for Island RTPO <p style="text-align: right;"><i>Resolution C-78-16 / R-35-16</i></p> | |
| FISCAL IMPACT/FUNDING SOURCE: | No funding expected |
| RECOMMENDED ACTION: | <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____ |
| SUGGESTED MOTION: | Motion to approve resolution stating that Island County recognizes, intends to become a member of, and is willing to serve as the lead organization for, the Island Regional Transportation Planning Organization. |

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

| | |
|--------------------------|---|
| <input type="checkbox"/> | APPROVED |
| <input type="checkbox"/> | DENIED |
| <input type="checkbox"/> | TABLED/DEFERRED/NO ACTION TAKEN |
| <input type="checkbox"/> | CONTINUED TO DATE: ____/____/____ TIME: _____ |
| <input type="checkbox"/> | OTHER _____ |

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF ACKNOWLEDGING)
THE ISLAND REGIONAL TRANSPORTATION) RESOLUTION C - 78 - 16
PLANNING ORGANICATION (ISLAND RTPO)) R- 35 - 16
AND AUTHORIZING MEMEBERSHIP THEREIN)**

WHEREAS, Island County, the City of Oak Harbor, the City of Langley, the Town of Coupeville, the Port of South Whidbey, the Port of Coupeville, and Island County Public Transportation Benefit Area Corporation find it appropriate to form a county-wide, regionally focused transportation planning organization hereby known as the ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION; and

WHEREAS, effective July 1, 2016 Island County will qualify to be an RTPO under revised RCW 47.80.020, which authorizes the creation of regional transportation planning organizations (RTPOs) within the state, and each organization shall be formed through the voluntary association of local governments within a county, or within geographically contiguous counties. Each organization shall:

- 1) Encompass at least one complete county.
- 2) Have a population of at least seventy-five thousand and contain a Washington state ferries terminal.
- 3) Have as members all counties within the region and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities and towns population; and

WHEREAS, an Interlocal agreement and bylaws for the Island RTPO need to be established; and

WHEREAS, Island County intends to enter into an interlocal agreement under the authority of Chapter 39.34 RCW to provide for the joint and/or cooperative exercise of their powers, privileges, and authorities for comprehensive transportation planning; and

WHEREAS, Island County desires to become a member of the Island RTPO; and

WHEREAS, Island County agrees to serve as the lead planning agency until such time as a decision of the Island RTPO Policy Board designates a different lead planning agency;

NOW, THEREFORE, BE HEREBY RESOLVED, the undersigned acknowledge the Island RTPO and authorize membership of Island County therein.

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

RICHARD M. HANNOLD, Chair

JILL JOHNSON, Member

HELEN PRICE JOHNSON, Member

ATTEST:

Debbie Thompson
Clerk of the Board



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 6/28/16

Agenda Item No 13

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Public Works

DIVISION: *(if applicable)* Surface Water

STAFF CONTACT: Tom Sage

AGENDA SUBJECT: PO 10927 – Decker Construction – Columbia Beach Drive Outfall/CDP 16-03;
\$34,631.82

BACKGROUND/SUMMARY:

WORK SESSION DATE: *(if applicable)* June 8, 2016

The project was originally proposed for construction using the small works process. The project did not receive any bidders. Therefore, the County is seeking approval to hire Decker Construction, through purchase order 10927, to install the outfall pipe.

FISCAL IMPACT/FUNDING SOURCE: Clean Water Utility as part of the 2016 Capital Projects Program

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other *(describe)* _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____



Island County

PURCHASE ORDER
PUBLIC WORKS

Department

10927

Please reference number on invoice

P.O. Box 5000
Coupeville, WA 98239-5000
(360) 678-5111

Order date 6/13/2016 Contact Phone # (360) 679-7331 xt 7420

Ordered by Tom Sage Approved By: Richard M. Hammolek Chair Date: _____

Requested for Surface Water

Approved by William E. Oakes, P.E. / Director Contact Person Craig Decker
150CC

Vendor Name Decker Construction, Inc.

Address 945 Cook Rd.

City / State / Zip Sedro Woolley, WA 98284

Phone (360) 856-2339

Fax _____

Federal Tax ID # _____

This purchase order is for Goods General Services Professional Services Public Works Construction

Risk Manager Contract # _____ Risk Manager Signature _____

Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050 1) _____ 2) _____

3) _____ 4) _____ 5) _____

Other Attachments Attach "A" - Insurance, Attach "B" Exhibit # N/A PREVAIL WAGE, Attach "C" - Option in lieu of Bond
Remarks / Attachments Attachment: Decker Construction, Inc. Bid: Phil Cohen - Outfall Columbia Beach Drive, dated June 6, 2016

Date Required * 9/1/2016

Place of Delivery _____

* Please notify us immediately if you are unable to ship complete order to be received by date specified*

| Quantity | Bars # | Job # | Item Number / Description | Unit Price | Amount |
|----------|-------------------|------------|--|--------------|--------------|
| | 1011149100-546120 | 00557-0001 | Install 120 ft. of 18 in. HDPE Outfall pipe as shown on plans. Connect proposed HDPE outfall to existing 18 in. concrete encased concrete outfall pipe as shown on plans | | |
| 1 | | | Mobilization | \$ 4,000.00 | \$ 4,000.00 |
| 1 | | | Equipment (3 excavators and backhoe) | \$ 11,100.00 | \$ 11,100.00 |
| 1 | | | Wages (Operator and laborers) | \$ 16,760.00 | \$ 16,760.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

I have read and agree to the terms of this Purchase Order (front, back, and any attachments).

Subtotal \$ 31,860.00

Freight _____

Tax \$ 2,771.82

TOTAL \$ 34,631.82

Craig Decker Pres. 6/15/16
Vendor Signature Date

(VENDOR MUST RETURN SIGNED ORDER BEFORE GOODS ARE RENDERED)

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

The purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Island County Ordinances and the laws of the State of Washington, which are hereby incorporated by reference.

- 1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the department purchasing the materials/services.
- 2) **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the department purchasing the materials/services. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 3) **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or receipt of invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- 4) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods, FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 5) **REJECTIONS:** All goods, materials/services purchased herein are subject to approval by the Purchaser. Any rejection of goods, materials/services resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 6) **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 7) **INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
- 8) **WARRANTIES:** Vendor warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose.
- 9) **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and the Purchaser agrees to furnish Vendor, upon acceptance of articles or services supplied under this order, with an exemption certificate.
- 10) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials and services ordered herein are free and clear of all liens, claims and encumbrances of any kind.
- 11) **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 12) **SAVE HARMLESS:** Vendor shall protect, defend, and indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused. When applicable, and upon request by Purchaser, Vendor will provide certificate(s) of insurance.
- 13) **PRICES:** If the price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 14) **TERMINATION:** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 15) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability, with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of the clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the County unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely. Vendor must comply with the Americans with Disabilities Act of 1990.
- 16) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Island County.
- 17) **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance or use specified must be represented as an alternate and not as an equal, and failure to do shall be sufficient reason to disregard the bid.
- 18) **ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT THAT IS PURCHASING THE MATERIALS/SERVICES.**
- 19) **HANDLING:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. (optional)

ATTACHMENT "A"
TO CONTRACTS AND PURCHASE ORDERS
For Public Works Projects/Contracts
RM-PW-2016- 209

CDP NO. 16-03 WORK ORDER NO. _____ PURCHASE ORDER NO. 10927

PUBLIC WORKS PROJECT

To the fullest extent permitted by law, Decker Construction, Inc. shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract.

"Claim", as used in this agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.

INSURANCE/INDUSTRIAL INSURANCE WAIVER

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without Sixty (60) days prior written notice to the County. The Contractor shall maintain at its sole expense, unless otherwise stipulated, the following insurance coverages, insuring Contractor, its employees, agents, designees and indemnities as required herein:

1. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without Sixty (60) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
3. The Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract

whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contracting Agency.

| | | |
|--------------------------|-------------|---|
| Specific limits required | \$2,000,000 | General Aggregate |
| | \$1,000,000 | Products/Completed Operations Aggregate |
| | \$1,000,000 | Personal Injury and Advertising Injury |
| | \$1,000,000 | Each Occurrence |

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

| | |
|-------------|---------------------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Policy Limit for Disease |
| \$1,000,000 | Each Employee for Disease |

4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

5. The Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Combined Single Limit to protect the Contracting Agency from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 1" any auto.

6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

7. The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

8. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, the Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against the Contractor by County, and does not include or extend to claims by the Contractor's employees directly against the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance - Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

10. Sub-Contractors - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

ATTACHMENT "B"
TO CONTRACTS AND PURCHASE ORDERS
CONDITIONS WHICH APPLY TO PUBLIC WORKS CONTRACTS
PURCHASE ORDER NO. 10927 JOB ORDER NO. _____
RM-PW-~~2014~~ 2016-209 _____

1. **Award of Bid:** The bid shall be awarded to the lowest responsible bidder, taking into consideration the quality and past experience with similar or related work. *(The Board of County Commissioners reserves the right to reject any or all bids for cause and to waive any informalities).*
2. **Payment:** Shall be made within thirty working days (upon submission of a correct invoice) following completion and acceptance of delivery. Pursuant to RCW 60.28.011 there will be reserved and retained from monies earned by the Contractor, a sum equal to 5 percent. The retainage will be held in a fund until 60 days following final completion and acceptance of the work and compliance with RCW 60.28.021 and RCW 60.28.051. For Public Works projects that last more than one month, for which partial progress payments are not already covered under the WSDOT Standard Specification, the County may, as an option, make partial progress payments (less retainage) once each month, based upon partial estimates prepared by Island County's representative who administers the particular public works project
3. **Warranty:** Bidders shall submit with their bids a detailed comprehensive statement of the nature and scope of work as well as materials and equipment to be furnished. Supplies are subject to inspection for defect in workmanship and material and may be rejected/returned correction/replacement.
4. **Silence of Specifications:** The apparent silence of specifications as to any details, or the omission from them of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials/workmanship of first quality and correct size, type and design are to be used.
5. **Time for Completion:** If construction, this project will be completed as shown in the specifications provided for the work.
6. **Prevailing Wages** to be paid on Public Works Contracts: Before payment is made by Island County of any sums due for work on a public works contract, the County must receive from the Contractor a copy of Statement of Intent to Pay Prevailing Wages (Form L&I No. F700-029-000) approved by Washington State Department of Labor and Industries. An Affidavit of Wages (L&I No. F700-007-000) approved by the Department of Labor and Industries must be submitted prior to release of 5% retained on a Public Works Contract. The minimum prevailing wage rates that must be paid by the Contractor and/or his subcontractors are set forth on Exhibit 1 attached hereto.
7. **State Sales Tax** shall be shown in the space provided.
8. **Washington State Industrial Insurance** shall be the responsibility of the contractor.
9. **Public Liability and Property Damage Insurance** is required.
10. **Bid Bond** is required in the amount of 5% of the total bid amount. This bond is to be submitted with bid. (Not for contracts less than \$10,000.)
11. **After Bid Award, separate Performance and Payment Bond** is required in the amount of 100% of the contract price. Or in lieu of a "Performance and Payment Bond" for projects less than \$35,000 you may have 50% retained for thirty (30) days after date of final acceptance or until receipt of all necessary releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.
12. **Certification by Department of Revenue** that all taxes have been paid is required for contracts over \$35,000. (Island County will do this.)
13. Furnish **Federal Tax I.D. Number** and copy of **Contractor's license**.

Contractor Signature: _____

Craig Decker Pres

Date: 6/15/16

Exhibit "1" (Attachment B)

Washington State Prevailing Wage

For ISLAND COUNTY Public Works Project

Project: COLUMBIA BEACH DRIVE SOUTH OUTFALL
Project Location: WHIDBEY ISLAND
Project Numbers: JL 00557-0001; CDP 16-03

Washington State Prevailing Wage rates applicable to this Contract may be accessed online at the Washington State Labor and Industries (L&I) website located at:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

The following components of Washington State Wage Rates are applicable to this Contract.

1. STATE PREVAILING WAGE RATES (included herein)

2. SUPPLEMENTAL TO WAGE RATES (included herein)

3. BENEFIT CODE KEY (included herein)

4. APPRENTICE RATE

Apprentice rates applicable to this Contract will be those published online at the L&I's website. To lookup Apprentice rates, follow the link to "Look Up, Print and/or Download Apprentice Rates" or by typing the following URL on your web browser:

<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

Use the following information that applies to this Contract:

- County: **ISLAND**
- Effective Date: **June 3, 2016**
- Trade: Select the trade of the apprentice
- Select trades have multiple apprenticeship programs within the selected County. Select the appropriate apprentice program from the list.

Notes:

- **Residential rates does not apply to this Contract.**
- A copy of the applicable wage rates are available for viewing at the Island County Public Works office.
- A hard copy of the applicable wage rates will be mailed to bidders upon request.

ATTACHMENT "C"

OPTION

In lieu of a "Performance Bond" and "Payment Bond" on contracts of \$35,000 or less, 50% can be retained for a period of thirty (30) days after acceptance of work or until receipt of all necessary releases required and settlements of any liens filed, whichever is later. (RCW 39.08.010 and RCW 60.28.011)

P.O. 10927 – Decker Construction, Inc. – Install 120 LF of 18 in. diam. HDPE Stormwater Outfall Pipe. Connect Proposed HDPE Outfall Pipe to Existing 18 in. diam. Concrete Encased Concrete Outfall Pipe. Columbia Beach Drive South Outfall Project – JL 00557-0001

Outfall Columbia Beach Drive
Project

I agree to this option of withholding 50% as stated above.

Craig Decker Pres.
Contractor's Signature

6/15/16
Date

Attachment "D"
Bid Proposal

DECKER CONSTRUCTION, INC.**945 Cook Road, Sedro-Woolley, WA 98284****360-856-2339 ph. 360-873-8094 fx.****BID: Phil Cohen - Outfall Columbia Beach Drive****DATE: June 6, 2016**

This bid includes equipment & labor listed below to install a Storm Water Outfall pipe provided by the County at Columbia Beach Drive Clinton, WA

| | |
|--|--------------------|
| Mob. - Mats, concrete removal equipment, hand tools and lifting equipment. | 4,000.00 |
| Up to Three Excavators and or Backhoe that might be needed. | 11,100.00 |
| Wages & markup, all operators and laborers needed to run equipment and complete the job, | <u>16,760.00</u> |
| | \$31,860.00 |
| Plus Tax | 2,771.82 |
| | <u>\$34,631.82</u> |



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/28/16

Agenda Item No 14

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

C-79-16

DEPARTMENT: **Public Works**

DIVISION: (if applicable) **Solid Waste**

STAFF CONTACT: **Maurace Clark**

AGENDA SUBJECT:

Surplus Resolution for Toyota forklift 40-5FG25, s/n 42278, equipment number 756.

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 6/15/2016

This forklift was purchased used in September 2002 and is currently in use at the Camano Island transfer station. This forklift is to be traded in on a replacement forklift as planned for in the solid waste capital improvements for 2016.

Resolution C-79-16/R-36-16

FISCAL IMPACT/FUNDING SOURCE: None

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ___/___/___ TIME: _____
- OTHER _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

| | | | |
|--|---|-------------------|--------------------|
| IN THE MATTER OF THE SURPLUS OF |) | RESOLUTION | C - 79 - 16 |
| COUNTY PROPERTY: TOYOTA 40-5FG25 |) | | R - 36 - 16 |
| FORKLIFT, SN 42278 EQUIPMENT #756 |) | | |

WHEREAS, Island County has certain personal property, Toyota 40-5FG25 forklift, serial number 42278, equipment number 756, purchased used in September of 2002 which has lost its economic value/utility and is no longer needed for public use; and

WHEREAS, pursuant to Island County Code sections 2.31.080, 2.31.100(A)(2) and 2.31.130(B) the Board of County Commissioners may declare such property surplus and direct their disposal as a trade-in upon purchase of a like item; and

WHEREAS, it is in the best interest of the county and the citizens thereof that said item be traded-in on the purchase of a replacement forklift; **NOW THEREFORE**,

BE IT HEREBY RESOLVED that the Toyota 40-5FG25 forklift, serial number 42278, equipment number 756, is declared surplus to County needs and may be traded-in for a credit of \$1,500 on the purchase of a replacement forklift.

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

RICHARD M. HANNOLD, Chair

JILL JOHNSON, Member

HELEN PRICE JOHNSON, Member

ATTEST:

Debbie Thompson
Clerk of the Board